

This Indenture,

Made this 11 day of March
A. D. 1949, between Ed Davis and Jemina Davis, his wife,

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Alexander Davis

of the second part.

Witnesseth, That the said part IES of the first part, in consideration of the sum of Four Thousand and Five Hundred (\$4500.00) DOLLARS to them duly paid, the receipt of which is hereby acknowledged, has s sold and by these presents does grant, bargain, sell and Mortgage to the said part y of the second part, his heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The North Thirty Feet (N 30 ft.) of Lot Number Sixty (L. 60) of Vermont Street in the City of Lawrence, Douglas County, Kansas,

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said party of the first part to as hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances of what ever nature

This grant is intended as a mortgage to secure the payment of \$4500.00 Dollars, according to the terms of one certain promissory note this day executed and delivered by the said party of the first part to the said part y of the second part whereby first party agrees to pay second party the sum of according to the terms of one certain promissory note this day executed in favor of second party

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part y of the second part, his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part y making such sale, on demand, to said party of the second

heirs and assigns

In Witness Whereof, The said part ies of the first part ka vo hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

STATE OF KANSAS,

Douglas County, } ss.

Be It Remembered, That on this 11 day of March A. D. 19 49

before me, a notary public the undersigned, a Notary Public in and for said County and State, came Ed Davis and Jemina Davis, his wife,

to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires January 1, 1951

Harold A. Beck Notary Public.

This release was written on the original mortgage.

entirely this day of March 1949

Harold A. Beck

Notary Public

Recorded on March 10, 1949 at 10:45 A. M.

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. Witness my hand this 24 day of January 1950

Alexander Davis